

WTC 87829

File 7522 005  
Drawing 11B-5-20

2011-010973  
Klamath County, Oregon



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09/30/2011 03:28:30 PM

Fee: \$57.00

### PERMANENT EASEMENT

**HARRY G. CHILDERS and BARBARA L. CHILDERS, husband and wife**, Grantor, for the true and actual consideration of **\$33,250.00** does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for construction staging and work area for construction purposes, over and across the property described as **Parcel 2 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

RETURN TO  
OREGON DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SECTION  
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2  
SALEM OR 97302-1142

Map and Tax Lot #: 34 07 34DB 05600 and 05700

Property Address: 323 Chocktoot Street  
Chiloquin OR 97624

57-Ann-1

Grantor also grants to Grantee, its successors and assigns, a temporary easement to conduct archeological investigations, including test excavations to remove specimens, samples and document historic artifacts locations during the excavations (pursuant to ORS 358). If any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during excavation [that] the Oregon State Museum of Anthropology shall report the discovery to the appropriate Native American Tribe(s), the Commission on Indian Services, and the State Historic Preservation Office to arrange for the return of any human remains or sacred objects to the appropriate Native American Tribe as per state laws and regulations (ORS 358 .[ - ] 905-358.961 and ORS 97.740-97.760), under, over and across the property described as **Parcel 3 on Exhibit "A" dated 2/15/2011**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 3, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 8 day of SEPT, 20 11.

Harry G. Childers  
Harry G. Childers

Barbara L. Childers  
Barbara L. Childers

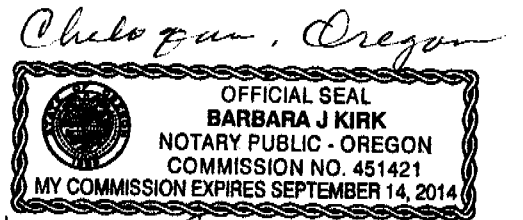
STATE OF OREGON, County of Hlamath

Dated September 8, --, 20 11 —. Personally appeared, and signed before me by the above named Harry G. Childers and Barbara L. Childers, who acknowledged the foregoing instrument to be their voluntary act. Before me:

Barbara J. Kirk  
Notary Public for Oregon  
My Commission expires September 14, 2014

Accepted on behalf of the Oregon Department of Transportation

[Signature]



Hlamath County, Oregon

**Parcel 1 – Permanent Easement for Highway Right of Way Purposes**

A parcel of land lying in the NW¼SE¼ of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon and being a portion of that property designated as Lot 4, Block 5, WEST CHILOQUIN, and as Lots 5 through 14, Block 5, (THE SUPPLEMENTAL PLAT OF) WEST CHILOQUIN as described in that Notice of Contract to Harry G. and Barbara L. Childers, recorded July 13, 1976 in Book M76, Page 10549, Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land, variable in width, lying on the Northerly side of center line of the relocated Chiloquin Highway, which center line is described as follows:

Beginning at Engineer's center line Station 0+00.00, said station being 1,076 feet North and 1,538 feet West of the Southeast corner of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon; thence North 58° 40' 59" West 1,581.78 feet to Engineer's center line Station 15+81.78 P.C.

Bearings are based upon the Oregon Coordinate System, south zone, as surveyed by GPS observation utilizing the Oregon Real Time GPS Network [NAD83, (CORS 96), (Epoch: 2002)], as noted on Klamath County Survey No. 7796.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
8+75.00		9+28.00	70.00
9+28.00		11+10.00	40.00

This parcel of land contains 6,170 square feet, more or less.

**Parcel 2 – Temporary Easement for Staging and Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the NW¼SE¼ of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon and being a portion of that property designated as Lot 4, Block 5, WEST CHILOQUIN, and as Lots 5 through 14, Block 5, (THE SUPPLEMENTAL PLAT OF) WEST CHILOQUIN as described in that Notice of Contract to Harry G. and Barbara L. Childers, recorded July 13, 1976 in Book M76, Page 10549, Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land, variable in width, lying on the Northerly side of center line of the relocated Chiloquin Highway, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
9+55.00		9+95.00	70.00 in a straight line to 180.00
9+95.00		11+25.00	180.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 19,549 square feet, more or less.

**Parcel 3 – Temporary Easement for Archaeological Investigation (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the NW¼SE¼ of Section 34, Township 34 South, Range 7 East, W.M., Klamath County, Oregon and being a portion of that property designated as Lot 4, Block 5, WEST CHILOQUIN, and as Lots 5 through 14, Block 5, (THE SUPPLEMENTAL PLAT OF) WEST CHILOQUIN as described in that Notice of Contract to Harry G. and Barbara L. Childers, recorded July 13, 1976 in Book M76, Page 10549, Klamath County Record of Deeds; the said parcel being all of that portion of said property as described herein and noted as Parcel 1, above.

EXCEPT therefrom that portion of said Parcel lying below the line of Ordinary High Water of the Williamson River.

This parcel of land contains 4,218 square feet, more or less.